

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X	:	
JOHN WILEY & SONS, INC., <i>et al.</i> ,	:	
	:	
	:	13cv816
Plaintiffs,	:	
- against -	:	
	:	
BOOK DOG BOOKS, LLC, <i>et al.</i> ,	:	
	:	
Defendants.	:	

-----X	:	
-----X	:	
	:	
CENGAGE LEARNING, INC., <i>et al.</i> ,	:	
	:	16cv7123
	:	
Plaintiffs,	:	
- against -	:	
	:	
BOOK DOG BOOKS, LLC, <i>et al.</i> ,	:	
	:	
Defendants.	:	
-----X	:	

FINAL JUDGMENT AND PERMANENT INJUNCTION

WILLIAM H. PAULEY III, Senior United States District Judge:

In conjunction with this Court's August 17, 2018 Opinion & Order, this Court hereby orders the following final judgment and permanent injunction:

- 1) Pursuant to and in accordance with 15 U.S.C. § 1117(c) and 17 U.S.C. §504(c), as a result of the April 5, 2018 jury verdict finding Defendants liable for willful trademark infringement and willful copyright infringement, Defendants are ordered to pay

Plaintiffs thirty-four million two-hundred thousand dollars (\$34,200,000), allocated as follows: (a) in case No. 13-cv-816, Defendants Book Dog Books, LLC and Philip Smyres shall pay Plaintiffs in that action \$18,000,000 for trademark infringement and \$12,200,000 for copyright infringement; and (b) in case No. 16-cv-7123, Defendants Book Dog Books, LLC, Apex Media, LLC, and Robert William Management, LLC shall pay Plaintiffs in that action \$2,000,000 for trademark infringement and \$2,000,000 for copyright infringement.

- 2) Pursuant to and in accordance with 15 U.S.C. § 1117(a), 17 U.S.C. § 505, and Paragraph 17(a) of the 2008 Settlement Agreement, Plaintiffs' counsel is awarded \$4,137,081.70 in attorneys' fees and \$694,096.29 in costs.
- 3) For clarity, the total aggregate judgment awarded to Plaintiffs is \$39,031,177.99.
- 4) Pursuant to and in accordance with 15 U.S.C. §§ 1116, 1118, 17 U.S.C. § 502, 503, and this Court's inherent equitable authority, this Court permanently enjoins Defendants and their successors, assigns, subsidiaries, affiliates, officers, directors, employees, principals, agents, attorneys, and those that are in active concert and participation with them, including but not limited to the following entities:

1. 1401 West Goodale, LLC
2. 999 Kinnear, LLC
3. Academico CentroAmericano, S.A.
4. Anaid Holdings, LLC
5. Apex Commerce, Inc.
6. Apex Commerce, LLC
7. Apex Media, LLC
8. Book Dog Books, LLC (FL)
9. Book Dog Books, LLC (OH)
10. Bookeagle.com, LLC
11. Books for Coco, LLC
12. Bookstores.com, LLC
13. Cal Text Books, Inc.
14. GEKR Holdings, LLC
15. K12 Book Services, Inc. (f/k/a/ K12 Book Source, Inc.)
16. Mandolin Imports, LLC
17. Oliveford Limited
18. Robert William Holdings, LLC
19. Robert William Intermediate Holdings Doppelganger, LLC
20. Robert William Intermediate Holdings, LLC
21. Robert William Management, LLC
22. RW Europe, Inc.
23. SPL Management, LLC
24. SRockPaper Imports, Inc.
25. Matasa Agila Holdings, LLC

(collectively, the “Enjoined Parties.”)

5) The Enjoined Parties shall:

- a) Not infringe any copyrights or trademarks for which any Plaintiff is the owner or exclusive licensee, including, without limitation, making, renting, selling, offering to rent or sell, importing into the United States, distributing, or marketing counterfeits of textbooks published by Plaintiffs, or inducing, assisting or causing others to do any of the same.
- b) Within thirty (30) days of issuance of this Permanent Injunction, surrender to Plaintiffs all textbooks currently within Defendants’ possession, custody, or control that Defendants suspect are or may be counterfeits of textbooks published by Plaintiffs. The surrender shall include a completed copy of the attached Exhibit A. For any of the surrendered books that Plaintiffs determine not to be counterfeit, Plaintiffs shall return them to Defendants.
- c) Not effect any assignments or transfers outside the ordinary course of business, nor form new entities or associations, nor utilize any other device or

contrivance for the purpose of or with the effect of circumventing or otherwise avoiding any prohibitions set forth in this order or their payment obligations under the jury verdict, this Final Judgment and Permanent Injunction, or any associated judgment.

- d) Within one-hundred and twenty (120) days from the issuance of this Final Judgment and Permanent Injunction, and on an annual basis for the next five (5) years thereafter, provide Plaintiffs a sworn declaration certifying their compliance with this Final Judgment and Permanent Injunction.
- 6) This Final Judgment and Permanent Injunction shall inure to the benefit of Plaintiffs and any successors, assigns, and acquiring companies. This Final Judgment and Permanent Injunction shall be binding upon Defendants and any successors, assigns, and acquiring companies.
- 7) This Final Judgment and Permanent Injunction shall be deemed to have been served upon the Defendants at the time of its execution by this Court.
- 8) This Final Judgment and Permanent Injunction pertains only to Plaintiffs' claims in Case Nos. 13-cv-816 and 16-cv-7123. Nothing herein extends to, limits, or waives any of Plaintiffs' other rights, claims, or remedies, including, without limitation, any events, actions, occurrences, infringements, or violations occurring after the issuance of this Final Judgment and Permanent Injunction.
- 9) This Court retains jurisdiction for the purpose of issuing further orders necessary or proper for the construction, implementation, or modification of this Final Judgment and Permanent Injunction, the enforcement thereof, and the punishment

of any violations thereof.

Dated: August 17, 2018
New York, New York

SO ORDERED:



WILLIAM H. PAULEY III
U.S.D.J.

EXHIBIT A

[illegible]